13/11/23.

N O T E.

Since the agreement of the 14th of September was signed, there has been some exchange of views as regards further action to be taken to come to a final and complete settlement over the Krishnaraja Sagara and allied questions. There are two outstanding questions on which further discussions appear to be necessary, and these are: (1) the Mekadatu question, and (2) the drafting of a complete agreement to the satisfaction of both parties. As regards point No.1, the latest letter from the Hon'ble Member indicates that it is a matter for separate adjustment between the two Governments. It has first to be urged that the suggestion that the Krishnaraja Sagara and the Mekadatu questions should be settled together came originally from Madras; secondly, when proposals for a compromise were communicated by Col. Morin, the Mekadatu question was included in them; and thirdly, the refusal of the arbitrary offer of 30,000 acres of extra irrigation under the Kabbini was not an unconditional refusal inasmuch as the Mysore Government then agreed to have the question determined by experts, leaving open to them to accept or reject the opinion of these experts on the question of the exact acreage that may be fixed to limit the future irrigation in Mysore. As Madras, when agreeing to the second conference of technical officers, did not specifically withdraw the Mekadatu offer, it is fair to Mysore to believe that the offer was left open. It is true that this Mekadatu question was never mentioned at the April conference between the two Governments or in the presence of Mr. Gebbie at the technical conference; however, as the Member hopes that this is a question

on which an agreement may be reached between the two Governments by adjustment of their views, it has to be ascertained what the Madras proposals on the subject are.

In this connection, the following points have to be borne in mind:-

(1) The possibilities at Mekadatu on the respective sides of the river.

(2) The exact nature of the Madras rights based on the normal flow or on the total resulting flow due to the Krishnaraja Sagara.

(3) If Madras gives free its rights at Makadatu, what will be the extent of concessions, if any are asked for, to be given by Mysore.

We should however urge that the Mekadatu rights should be handed over as a part of this agreement, as originally intended.

The next point is about the drafting of the agreement. It has to be urged, firstly, that the drafts are based on previously accepted drafts as a result of the Ooty conference. (Reference may be invited, in this connection, to the correspondence between the Dewan and the Hon'ble Mr. K.Srinivasa Iyengar on the subject.) At that stage, two agreements were contemplated, one relating to the Krishnaraja Sagara, to be complete in itself, and the other relating to the division of the surplus waters. What we have now agreed to is practically the same in substance as well as in theory as the understanding that was reached after the Ooty conference, that is, that the Madras Government separately ratifies the Krishnaraja Sagara agreement and simultaneously with that agree to divide the surplus waters in an ~~arbitrable~~ equitable manner by mutual agreement, and that in case ~~they are~~ it is not able to agree to divide the surplus waters by mutual agreement, the matter is to be referred to arbitration. Fortunately, the technical officers, as I then

anticipated, met and have come to a mutual agreement about the division of the surplus waters. So, the two drafts in fact may be very well adopted now without reference to the last clause which related to arbitration in case there was a difference of opinion.

The next point is that a simple ratification of the two technical agreements will not do, and this I have made clear in my reply to the hon'ble Member. I do not think that it is necessary to labour this point further, and I think they will agree to have a proper consolidated agreement.

There are certain clauses in both the technical agreements that require a little re-drafting, to be brought up-to-date, but about this there can be no difficulty whatever. It may be borne in mind that Col. Morin's first draft covering agreement was objected to strongly by Mysore and that he sent, on the 6th of February 1922, a revised agreement. But even that agreement fell through because the general question of future irrigation came up, which rendered the Krishnaraja Sagara agreement itself uncertain. A reference may also be made to Mr. K.Srinivasa Iyengar's draft of 28th July 1922. The Krishnaraja Sagara draft prepared by us finally, after exchange of views with Mr. Srinivasa Iyengar, and sent by me to him on the 14th August may form the basis of the present drafting. Particular reference may be invited to the draft, para 1, annexure 1 to Mr.Srinivasa Iyengar's letter of 28th of July. On our final draft of August, the question of the effective storage capacity was brought up again by Mr. Srinivasa Iyengar, and later on, Mr. Morin's private proposal to raise the limit guages by 6 inches in the months of June and November was

communicated, all these different stages of the discussions showing that Madras still hesitated to ratify the first technical agreement. We all know what happed after His Excellency Lord Willingdon intervened and made the offer which was communicated to the Residency.

The point about 'Cauvery and its tributaries in Madras' now raised by Mr. C.P.Ramaswami Aiyar can be set at rest once for all by Mr.Srinivasa Iyengar's first draft sent on the 28th of July which indicated the Mysore extensions on the one side and the Metur project only on the other. In this connection and in further proof of it, please read Mr.K.Srinivasa Iyengar's letter of 30th June 1922, para 1, where he specifically states "that it would be impossible for us to extend irrigation beyond what is connoted by our Metur project." It has also to be pointed out that the working tables in Metur do not admit of extra irrigation under the Bhavani or any other tributaries of the Cauvery in the Madras territory. In ~~acknowledgment of~~ Mr. C.P.Ramaswami Aiyar's letter of the 28th of May 1923 in which the question of Madras sending the Metur project to Mysore for scrutiny was discussed, reference was made to our laying all the cards on the table as a result of the April conference. Reference may also be made, in this connection, to what transpired at the Hon'ble Mr.Knapp's house in Cotacamund when the Madras Metur project was urged as against the possible Mysore projects, rough details of which were then agreed to be forwarded to Madras in six months' time. (Para 2 of Mr. Ramaswami Aiyar's letter dated 28th of May 1923 may be read out.)

Lastly, Mr.Ramaswami Aiyar's letter of 7th July 1923, para 1, may also be read out which says that

it is a further source of gratification that the Metur project on the one hand and the possible Mysore extensions on the other can be discussed immediately, on the data which, however rough and approximate in the case of Mysore, may be taken as a sufficient basis for negotiation.

Summing up, therefore, we have to take into consideration the intentions of the parties all along, the wording of the previous drafts drawn up by both sides, the object of the second technical ~~xfxfx~~ conference of the two Chief Engineers, and the nature of the agreement arrived at by them; and all that is now necessary is to give effect to it. If any new issues at this stage are raised, it may not only jeopardize the settlement that has been reached but also necessitate further discussions; for, if other projects in the Cauvery and its tributaries in the Madras Presidency are now brought on the discussion, Mysore will certainly urge the consideration of their complete list of 278,000 acres out of which, for a temporary period, only 110,000 acres were put before the last conference for - acceptance.

In regard to Mekadatu, we should not lay our cards on the table till Madras give out what their intentions are. If they stoutly refuse to abide by their original offer, we may, after pointing out that it is not possible or profitable for them at any time to spend money on hydro-electric schemes to utilize their rights, whatever they are, make an alternative offer under which Mysore may have the absolute right to develop power at Mekadatu. It is understood that Madras requires power for the construction works at Metur, and Mysore have no objection to supply power to them at some concession rates, provided all these rights are surrendered.